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8
9 UNITED STATES DISTRICT COURT
10 FOR THE NORTHERN DISTRICT OF CALIFORNIA

11 BEAUTIFUL SLIDES, INC., a Delaware
corporation; and MITCH GRASSO, an
12 individual,

13 Plaintiffs,

14 v.

15 MAY ALLEN, an individual,

16 Defendant.

17 AND RELATED CROSS ACTION
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Case No.: 3:17-cv-01091-MMC

**DEFENDANT AND
COUNTERCLAIMANT MAY ALLEN'S
OBJECTIONS AND RESPONSES TO
PLAINTIFFS AND COUNTERCLAIM-
DEFENDANTS' FIRST SET OF
INTERROGATORIES**

1 **PROPOUNDING PARTY:** Plaintiffs BEAUTIFUL SLIDES, INC. and MITCH GRASSO

2 **RESPONDING PARTY:** Defendant MAY ALLEN

3 **SET NO.:** One

4
5 TO PLAINTIFFS BEAUTIFUL SLIDES, INC. AND MITCH GRASSO ("Plaintiffs")
6 AND THEIR ATTORNEYS OF RECORD:

7 Defendant MAY ALLEN ("Allen") hereby responds, objects and otherwise responds to
8 Plaintiffs' First Set of Interrogatories ("Interrogatories") as follows:

9 **PRELIMINARY STATEMENT**

10 1. Allen's responses to the Interrogatories are made solely for the purpose of this
11 action. Each response is made subject to all objections as to competence, relevance, materiality,
12 propriety, admissibility, privilege, privacy, proprietary information, trade secrets and the like,
13 and any and all other objections on grounds that would require the exclusion of any response
14 herein if such were offered in Court, all of which objections and grounds are reserved and may
15 be interposed at anytime, including at the time of trial.

16 2. No incidental or implied admissions are intended in these responses. Allen's
17 response to any Interrogatory should not be taken as an admission that Allen accepts or admits
18 the existence of any fact(s) or any document(s) assumed by that Interrogatory or that such
19 response constitutes admissible evidence. Allen's response to any such Interrogatory is not
20 intended to be, and shall not be construed as, a waiver by Allen of any or all objection(s) to the
21 Interrogatory.

22 3. Allen has not completed her (a) investigation of the facts relating to this case, (b)
23 discovery in this action, or (c) preparation for trial. The following responses are based upon
24 information known at this time and are given without prejudice to Allen's right to amend,
25 supplement or revise these responses with any subsequently discovered information.

26 **GENERAL OBJECTIONS**

27 Allen makes and hereby incorporates by reference the following general objections,
28 whether or not separately set forth, in response to each Interrogatory: Allen objects to each

Interrogatory to the extent that it seeks information protected by the attorney-client privilege, the work-product doctrine, a confidentiality agreement, or information that is otherwise privileged, protected or confidential pursuant to any applicable doctrine, statute or rule. Such responses as may hereafter be given shall not include any information protected by such privileges, doctrines, statutes or rules, and any inadvertent disclosure of such information shall not be deemed a waiver of any such privilege, protection or confidentiality.

RESPONSES TO PLAINTIFFS' INTERROGATORIES

INTERROGATORY NO. 1:

Identify Any features of the Software created by You, whether those features were incorporated into the current version of the Software or any prior one.

RESPONSE TO INTERROGATORY NO. 1:

Allen incorporates by reference her Preliminary Statement and General Objections set forth above. Allen further objects to the term "feature" as being vague and ambiguous. Subject to and without waiving her objections, and defining "feature" as including "functions, features, uses, aspects, and graphical/textual elements," Allen responds as follows:

The Software was created by the partnership formed by Allen and Grasso. Allen and Grasso were partners and together they created and developed the Software. As Allen has not used the current version of the Software, her response to this interrogatory is based on a version of the software she saw in approximately October 2016. The design elements, or features, the partnership created include drop and drag functionality which resulted in automatic resizing of photos, graphics, and text as materials are added and removed from slides, the blue user interface, creation and design of the templates, functioning of different templates, creation and design of themes, functionality and adjustments to themes, and other fluid, interactive design elements. The partnership further developed a corporate look and brand, along with custom slide templates and themes, incorporating various fonts, colors and graphic design elements.

INTERROGATORY NO. 2:

Identify the "key differentiating features" of the Software created by You, as referenced in Paragraph 13 of the Counterclaim.

INTERROGATORY NO. 2:

Allen incorporates by reference her Preliminary Statement and General Objections set forth above. Allen further objects to the term “feature” as being vague and ambiguous. Allen additionally objects as the Counterclaim is no longer the operative pleading in this action. Subject to and without waiving her objections, and defining “feature” as including “functions, features, uses, aspects, and graphical/textual elements,” Allen responds as follows:

The Software was created by the partnership formed by Allen and Grasso. Allen and Grasso were partners and together they created and developed the Software. As Allen has not used the current version of the Software, her response to this interrogatory is based on a version of the software she saw in approximately October 2016. Further, the phrase “key differentiating features” is not included in the operative Amended Counterclaim. The reference to “key differentiating features” in the original counterclaim referred to the partnership’s development of original design and functionality of slides that auto-adjusted element size and position as new elements are added or removed based on templates. Grasso subsequently integrated the design and functionality into code and upon completion and said to Allen that it looked just like the mock-ups that Allen had designed, and further, that Allen was going to love it.

INTERROGATORY NO. 3:

Identify Any features You identified in response to Interrogatory No. 1 that are incorporated into the current version of the Software.

RESPONSE TO INTERROGATORY NO. 3:

Allen incorporates by reference her Preliminary Statement and General Objections set forth above. Allen further objects to this interrogatory on the grounds that the information is not in her possession, custody and control. Subject to and without waiving her objections, and defining “feature” as including “functions, features, uses, aspects, and graphical/textual elements,” Allen responds as follows:

The Software was created by the partnership formed by Allen and Grasso. Allen and Grasso were partners and together they created and developed the Software. As Allen has not used the current version of the Software, her response to this interrogatory is based on a version

1 of the software she saw in approximately October 2016. The design elements, or features, the
2 partnership created include drop and drag functionality which resulted in automatic resizing of
3 photos, graphics, and text as materials are added and removed from slides, the blue user
4 interface, creation and design of the templates, functioning of different templates, creation and
5 design of themes, functionality and adjustments to themes, and other fluid, interactive design
6 elements. The partnership further developed a corporate look and brand, along with custom slide
7 templates and themes. incorporating various fonts, colors and graphic design elements.

8 **INTERROGATORY NO. 4:**

9 If You claim to have authored software code that was incorporated into Any version of
10 the Software, identify the software code You authored.

11 **RESPONSE TO INTERROGATORY NO. 4:**

12 Allen incorporates by reference her Preliminary Statement and General Objections set
13 forth above. Subject to and without waiving her objections, Allen responds as follows:

14 The Software was created by the partnership formed by Allen and Grasso. Allen and
15 Grasso were partners and together they created and developed the Software. Allen does not claim
16 to have written the code personally but does claim to be a joint author in the code. The working
17 relationship between Grasso and Allen was such that Allen developed ideas, designs, functions,
18 and graphical materials, such as electronic sketches and text—discussed in greater detail in the
19 interrogatory response below. These “features” or “elements” were then integrated into the code
20 as transcribed by Grasso. Allen would then often make further refinements, to the software after
21 conducting bug tests, instructing Grasso yet again how to change the functions and highlighting
22 errors to correct. Many of Allen’s instructions, fixes and improvements were themselves reduced
23 to a tangible medium such as text or Trello notes. In some instances, Allen would create and
24 develop design features and functionality for the Software that was coded by Grasso. In other
25 instances, both Allen and Grasso would develop design features and functionality for the
26 Software that was coded by Grasso.

27 Because Allen has not used the current version of the Software, her response to this
28 interrogatory is based on a version of the software she saw in approximately October 2016.

INTERROGATORY NO. 5:

Identify the “still and moving animations, sketches, and scripts” referenced in Paragraph 64 of the Counterclaim.

RESPONSE TO INTERROGATORY NO. 5:

Allen incorporates by reference her Preliminary Statement and General Objections set forth above. Allen additionally objects as the Counterclaim is no longer the operative pleading in this action. Subject to and without waiving her objections, Allen responds as follows:

The Amended Counterclaim is no longer the operative pleading. The phrase “still and moving animations, sketches, and scripts” is referenced in Paragraph 95 of the Amended Counterclaim. Pictures of the “still and moving animations, sketches, and scripts” are produced in response to the accompanying document production requests as documents Bates Stamped Allen 1-30, in addition to a folder called “fonts” and another folder called “Detailed downloads of animations from 2015 Evernote Folder”.

INTERROGATORY NO. 6:

Identify how, if at all, the “still and moving animations, sketches, and scripts,” if any, that You identified in response to Interrogatory No. 5 have been used by the Company.

RESPONSE TO INTERROGATORY NO. 6:

Allen incorporates by reference her Preliminary Statement and General Objections set forth above. Allen further objects to this interrogatory on the grounds that the information is not in her possession, custody and control. Subject to and without waiving her objections, Allen responds as follows:

The Software was created by the partnership formed by Allen and Grasso. Allen and Grasso were partners and together they created and developed the Software. As Allen has not used the current version of the Software, her response to this interrogatory is based on a version of the software she saw in approximately October 2016. Allen also notes that even if the “still and moving animations, sketches, and scripts” are not evident in the final version of the Software, they still could have been “used by the Company” in a variety of ways, including the following (a) “used by the Company” for development in future products; (b) “used by the

1 Company” as a trade secret that was never released and will not be released; and, (c) “used by
2 the Company” in various prior versions of the Software but later removed by the Company in
3 some more recent version—which was itself only possible after having passed through prior
4 iterations. In these cases Allen lacks complete information as to all possible ways in which her
5 work has been “used by the Company.” The Company itself would be in a superior position to
6 know all the ways in which Allen’s work has been “used by the Company.”

7 **INTERROGATORY NO. 7:**

8 Identify how, if at all, the “Beautiful Slides Identity” referenced in Paragraph 68 of the
9 Counterclaim has been used by the Company.

10 **RESPONSE TO INTERROGATORY NO. 7:**

11 Allen incorporates by reference her Preliminary Statement and General Objections set
12 forth above. Allen further objects to this interrogatory on the grounds that the information is not
13 in her possession, custody and control. Allen additionally objects as the Counterclaim is no
14 longer the operative pleading in this action. Subject to and without waiving her objections, Allen
15 responds as follows:

16 The Amended Counterclaim is no longer the operative pleading. The phrase “Beautiful
17 Slides Identity” is referenced at Paragraph 99 of the Amended Counterclaim. Allen notes that
18 even if the “Beautiful Slides Identity” is not evident in the final version of the Software, it still
19 could have been “used by the Company” in a variety of ways, including the following: (a) “used
20 by the Company” for development in future products; (b) “used by the Company” as a trade
21 secret that was never released and will not be released; and, (c) “used by the Company” in
22 various prior versions of the Software but later removed by the Company in some more recent
23 version—which was itself only possible after having passed through prior iterations. In these
24 cases Allen lacks complete information as to all possible ways in which her work has been “used
25 by the Company.” The Company itself would be in a superior position to know all the ways in
26 which Allen’s work has been “used by the Company.”

27 The Software was created by the partnership formed by Allen and Grasso. Allen and
28 Grasso were partners and together they created and developed the Software. As Allen has not

used the current version of the Software, her response to this interrogatory is based on a version of the software she saw in approximately October 2016. The Beautiful Slides Identity, or ultimate tagline for the product, "WORK SMART. WORK SIMPLE. WORK BEAUTIFUL," has been used by the Company in the past on its website. Upon information and belief, it was also used when trying to procure funding for the company and when trying to position the initial version of the product. Again upon information and belief, it was only upon the filing of the Instant Action that the tagline was from the website. Portions of the tagline, such as "work smart" or "work beautiful" still exist as promotional material on the Company's website. Beyond the website the Beautiful Slides Identity and/or derivative works based on the Beautiful Slides Identity may continue to be used in other Company promotional material currently unknown to Allen but known, and yet not revealed by the Company. For these reasons, upon information and belief, the original tagline and/or derivative versions of the tagline continue to be used internally and externally by the Company. Only the Company's cooperation in further discovery will allow Allen to reveal whether the Beautiful Slides Identity and/or derivative works based on the Beautiful Slides Identity is being "used by the Company."

INTERROGATORY NO. 8:

Identify the amount of damages You claim to have suffered as a result of the conduct attributed to Grasso and the Company in the Counterclaim.

RESPONSE TO INTERROGATORY NO. 8:

Allen incorporates by reference her Preliminary Statement and General Objections set forth above. Subject to and without waiving her objections, Allen responds as follows:

Allen does not know the "amount" at this time. Party and third-party discovery is required to determine the amount of damages for each category. To date, Plaintiff Mitch Grasso has refused to sit for deposition, and documents have not been received by third-parties pursuant to the issued subpoenas.

That being said, Allen's damages include, but are not limited to those resulting from Counterclaimants' breaches of their obligations, including: (1) 50% of the equity/value/potential value of Beautiful Slides, Inc. and/or its assets, (2) any losses incurred due to use of copyrights

1 or trademarks authored or co-authored by Allen without her consent; and 3) any lost
2 compensation. Defendant/Counterclaimant will also move to recover statutory penalties/punitive
3 damages as appropriate, and costs incurred to in the suit. This is in additional to any other
4 damages to be discovered and proved at trial.

5 **INTERROGATORY NO. 9:**

6 Identify the method You used to compute the amount of damages set forth in Your
7 response to Interrogatory No. 8 above.

8 **RESPONSE TO INTERROGATORY NO. 9:**

9 Allen incorporates by reference her Preliminary Statement and General Objections set
10 forth above. Subject to and without waiving her objections. Allen responds as follows:

11 There is no "method" at this time. As stated above, party and third-party discovery is
12 required to determine the amount of damages for each category. This must come before
13 employing any method of calculation. To date, Plaintiff Mitch Grasso has refused to sit for
14 deposition, and documents have not been received by third-parties pursuant to the issued
15 subpoenas.

16 **INTERROGATORY NO. 10:**

17 Identify the actions, if any, that You took in reliance on the misrepresentations and/or
18 failures to disclose upon which Your Fourth Cause of Action for "Fraud by Intentional
19 Misrepresentation and Concealment" is based.

20 **RESPONSE TO INTERROGATORY NO. 10:**

21 Allen incorporates by reference her Preliminary Statement and General Objections set
22 forth above. Subject to and without waiving her objections, Allen responds as follows:

23 Allen incorporates by this reference the allegations of her Amended Counterclaim, which
24 provide, after Allen and Grasso agreed to partner in April 2014, they brainstormed and Allen
25 came up with a differentiating idea for presentation software, slides that auto-adjusted element
26 size and position as new elements are added or removed based on templates. Grasso loved it. The
27 parties' partnership had a direction: develop the product and the business around it.

1 Grasso and Allen expressly divided management and control of partnership business
2 based on their respective talents. Grasso managed and controlled the coding of the software with
3 help and direction from Allen, and he agreed to do that work. Allen managed and controlled the
4 software's design and product/company positioning with help and direction from Grasso, and she
5 agreed to do that work. Though they did not expressly say "we will share the profits of our work,
6 if any" the reasonable implication to Allen from their discussion and agreements was that they
7 would share in any rewards from their combined efforts.

8 Pursuant to their discussion and agreed division of labor, on May 28, 2014, Allen began
9 work on a 'y combinator' application, that is, to apply to be a part of the very successful 'y
10 combinator' family of startups. On May 28, 2014, Allen created the initial landing pages for the
11 company's product/website. On May 30, 2014, Allen developed feature lists for the product. On
12 June 3, 2014, Allen created the positioning statement for the company, and outlined the
13 company's plan for distribution and user acquisition. On June 4, 2014, Allen decided on
14 templates, three of four of which are used today, and began designing the templates. Meanwhile,
15 Grasso worked on coding the product to meet Allen's design ideas and specifications.

16 On June 4, 2014, Grasso sent Allen an email linking to an article about new, potentially
17 competing, presentation software. Allen responded to Grasso, "That's really close to what we're
18 doing. What are your thoughts about that?" Grasso responded simply, "That it's a good idea."

19 Following that conversation, Allen continued work on product design and company
20 positioning. Allen researched different pricing models, comparing free downloaded applications
21 with in-app purchases versus pay-to-download applications and discussed them with Grasso.
22 Allen favored pay-to-download. Grasso responded, "Ok. That makes sense." Grasso asked for
23 clarification from Allen and Allen gave it.

24 On June 8, 2014, Allen wrote to Grasso asking to talk about company structure and
25 funding. On June 9, 2014, the parties met at Starbucks to discuss the same. At that discussion,
26 Allen suggested the parties enter into a written agreement memorializing their partnership.
27 Grasso did not controvert that the parties were partners, nor co-founders in a new joint venture,
28 nor do anything to suggest that the spoils from the effort would be all or mostly all his. Instead,

1 Grasso responded that a writing was unnecessary because Allen and Grasso were friends. Grasso
2 added that there was trust in the relationship, and that he had no intent to "screw over" Allen.
3 Allen reasonably relied on this discussion, and Grasso's representations, in continuing to do
4 work as a partner in the partnership with expectations of sharing profits thereof.

5 On June 17, 2014, Allen completed making a video of exactly how the new software
6 program would operate, so that Grasso would have something tangible to code to. In September
7 2016, Allen proposed positioning the product and company for Salesforce integration. In
8 referring to a competitor's failed attempt, Allen wrote, "we could build it better I'm sure." Allen
9 did not write, "you could..." Grasso did not respond, "you mean I could..." nor anything to that
10 effect. Grasso responded, "I guess, seems too small."¹ Again, the two conversed as partners
11 working together to develop the software and business. The reasonable implication to Allen was
12 that they would share the bounty of their work. In December 2014, Grasso sent Allen a link to a
13 very early version of the application. That link still works today.

14 It was not until more than a year later, in March 2016, when Grasso resurfaced to tell
15 Allen that he had been heads down working on Beautiful Slides. Grasso wrote specifically,
16 "you'll like it. it's all fluid and animated – like in the mockup you did." Grasso then told Allen a
17 challenge in getting the software to work. Allen naturally offered to help him with it and Grasso
18 accepted her help. At that moment, the parties' joint venture for profit was revived, as were each
19 partner's respective roles in that partnership and expectations therefrom.

20 Allen, as partner-in-charge of product design and company positioning, took the lead to
21 take the product to the next level. Allen recruited beta testers to use the software. She recorded
22 their comments and videotaped them using the software so Grasso could see it. Using Trello,
23 Slack, text messaging, and in person conversations, Allen assigned tasks to Grasso respecting
24 changes that needed to be made, and Grasso made the changes. Allen herself user-tested the
25 product and provided feedback to Grasso. This went on for months.

26 _____
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28 ¹ Ironically, a company affiliated with Salesforce later offered \$10 million for Beautiful Slides, reflecting Allen's
insight into product design and product/company positioning, and Grasso's incompetence in both areas.

1 The partners debated the best domain name and name for their company. Allen proposed
2 sending out a poll to her professional network, and Grasso agreed. Allen and Grasso also
3 consulted on who to hire as a potential CTO, and other employees. Allen investigated office
4 space. This work also went on for months.

5 Through the above-referenced beta-testing, the product got better, to a point where it
6 could be shown to potential investors. Grasso advised Allen that he had been speaking and had a
7 scheduled a meeting with a potential investor. In so doing, Grasso assumed management and
8 control of investor communications and further strategic planning for the partnership. Allen did
9 not challenge Grasso taking on this new role. Allen was working for a company called Projector.

10 Grasso's conversations with potential investors went well, very well, and it is at this point
11 Allen alleges on information and belief, if Grasso did not always intend to keep the value of
12 Beautiful Slides for himself, Grasso changed his mind and decided to keep the value for himself.
13 And yet Grasso continued to make representations and act in a way that would lead the
14 reasonable person, and did lead Allen, to believe, that two were working together and would
15 share profits from that work.

16 Grasso expressed concern, for example, about Allen's ability to contribute sufficient time
17 to the effort. Specifically:

- 18 a. By July 7, 2017, Grasso had increased his time commitment and wanted Allen
19 to confirm her availability. Grasso asked Allen how much time she can commit.
20 Allen responded 10-15 hours a week. Grasso accepted that, and asked Allen to
21 further develop the website landing page, marketing verbiage and to continue to
22 provide feedback on the product features and user interface, as she had been
23 doing.
- 24 b. On August 3, 2016, Grasso again pressed Allen about her time commitment.
25 Grasso asked if she really had the bandwidth given that she has a full-time job
26 at Projector. Allen responded to the effect that she will find the bandwidth.
27 Grasso accepted that, saying "Ok," and proceeded to advise Allen on
28 developments on the investor communications.

1 As far as Allen was concerned, Grasso's anxiety over her availability to do work was
2 justified only because there was a joint expectation that they would be sharing profits down the
3 road, if any. Grasso's anxiety was typical partner anxiety, where one partner is concerned that
4 the other is pulling their weight. Grasso had not offered any compensation to Allen for her work
5 otherwise and had no basis to be anxious about her time commitment but for ultimate profit
6 sharing. Grasso's anxiety also reflects how much Grasso needed someone else to get the product
7 and the company to the investor market, namely, Allen.

8 Grasso also continued to use the "we" reference, in present and future tense. Specifically:

- 9 a. Before the first time commitment discussion referenced above, at the end of
10 June 2016, Grasso discussed a meeting that he had with an investor saying the
11 investor thought "we could raise \$\$ in 1.3 secs easy," adding, "i have a feeling
12 the valuation won't differ that much across VCs but if we can pick who we
13 work with that'd be nice."
- 14 b. After the first time Grasso expressed anxiety about Allen's time commitment,
15 Allen asked Grasso where she should focus her time as between the marketing
16 site and helping Grasso with the user interface. Grasso suggested the user
17 interface was more important, again using the pronoun "we". He specifically
18 asked Allen if she can do some mock-ups of themes and said, "getting another
19 designers (ie you) perspective on the "edges" of where we might want to go
20 with the theming would be helpful." He added, "and, fyi, if we want to
21 seamlessly migrate your mockups into actual themes... - you should consider
22 using fonts available on..."
- 23 c. On July 8, 2017, Grasso asked Allen, "id like us to get a list together of what
24 we collectively feel is missing from the current build in order to feel good about
25 showing it off. showstopper/annoying bugs, UX quirks, missing template
26 options, etc." Allen agreed and they meet for that purpose. They started using a
27 Trello board, to track all the bug fixes isolated by Allen and communicate them
28 to Grasso. Some fifty-two Trello cards were created by Allen finding bugs and

1 suggesting fixes.²

- 2 d. On July 14, 2016, Allen wrote to Grasso about the product, “can you tell me
3 more about where we’re going with the new UI... are we moving away from the
4 ‘variations’ pattern that can be applied from the slide?” Grasso didn’t correct
5 Allen and say for example, “You mean where *I* am going...” Grasso answered
6 with his thoughts.
- 7 e. Towards the end of July 2016, in response to one of Allen’s marketing ideas for
8 the demo, Grasso acknowledges the value in Allen’s proposal and confirms,
9 saying “we show both the good design and the easy interactivity in one, I like
10 it.” Grasso was suggesting to Allen that they would be showing the product
11 together, in the future.
- 12 f. On August 4, 2016, Allen proposed quitting her job at Projector to work full-
13 time on Beautiful Slides. Allen is informed and believes that Grasso,
14 independently wealthy, was nervous about Allen, not independently wealthy,
15 quitting her job since there was no way to pay the partners at that time. Grasso
16 responded to the effect, not yet, “hopefully we can get there soon.” Allen and
17 Grasso went on to talk about more user testing feedback.

18 Grasso’s use of the “we” in the present and future tense, coupled with the fact that she
19 was not receiving compensation otherwise, further cemented Allen’s expectations as alleged
20 herein that the two were working together and would share profits from that work if any, as did
21 what followed.

22 On August 11, 2016, Allen proposed introducing Grasso to one of her investor contacts
23 and asked Grasso if it was okay to refer to them as working together on Beautiful Slides. Grasso
24 agreed that it was fine. Allen then sent a draft letter for Grasso’s approval, which said:

25
26 _____

27
28 ² Many of these fixes involved copyrightable text authored by Allen and then directly integrated into the application by Grasso.

1 I hope you're well. I wanted to update you on a side project I am working on with
2 an old coworker from Sliderocket. We're in the early stages of raising capital and
3 we would love the opportunity to show a16z what we've built. I know you have
4 been a fan of SlideRocket in the past, and what we're building now is another
5 presentation tool.

6
7 We think there's a lot of room to grow in the enterprise productivity space. and
8 we're focused on building a great user experience to start. We have a product in
9 private beta and there is a lot of interest from the people we've shown it to.

10
11 We would love to schedule a meeting to see if there's a fit to work with your firm.
12 If you're up for it, I would introduce Mitch Grasso, who would be taking the
13 meeting as I am currently working at another company.

14
15 Upon receiving this text, Grasso did not object to the characterization of the two of them
16 working together, nor suggest that was misleading. To the contrary, in proposing a more direct
17 approach, Grasso maintained that aspect of it, proposing:

18
19 I'd like to introduce you to Mitch Grasso, who was the founder of SlideRocket
20 and sold to VMware a few years ago. Mitch and I are working on a new startup in
21 the presentation space and I thought it might be interesting to connect you to
22 discuss.

23 In August and going into early September 2016, Grasso and Allen discussed investment
24 from several investors. After Grasso had hard commitments for money, Grasso still used "we" in
25 referring to the who owned the business. In continuing the discussion about possible names in
26 early September 2016, for example, Grasso said "if we go down that path, there are better names,
27 I'd think." This discussion is followed by Allen proposing the tagline "work smart, simply and
28 beautiful," a form of which is still being used today.

1 It was not until mid-September 2016, after hard money commitments came in, that
2 Grasso changed his tune. On about September 12, 2016, Grasso and Allen discussed Allen's
3 potential compensation if she left Projector and started working on Beautiful Slides full-time.
4 After talking about salary, Allen said, "I think the equity is a trickier discussion and as you know
5 I want to be involved in a meaningful way."
6 Grasso immediately began a campaign to diminish Allen's contributions in hopes of bullying
7 her into taking a *de minimus* share.

8 **INTERROGATORY NO. 11:**

9 Identify the work You performed in connection with Any aspect of the Software.

10 **RESPONSE TO INTERROGATORY NO. 11:**

11 Allen incorporates by reference her Preliminary Statement and General Objections set
12 forth above. Subject to and without waiving her objections, Allen responds as follows:

13 Allen incorporates by this reference the allegations of her Amended Counterclaim, which
14 provide, after Allen and Grasso agreed to partner in April 2014, they brainstormed and Allen
15 came up with a differentiating idea for presentation software, slides that auto-adjusted element
16 size and position as new elements are added or removed based on templates. Grasso loved it. The
17 parties' partnership had a direction: develop the product and the business around it.

18 Grasso and Allen expressly divided management and control of partnership business
19 based on their respective talents. Grasso managed and controlled the coding of the software with
20 help and direction from Allen, and he agreed to do that work. Allen managed and controlled the
21 software's design and product/company positioning with help and direction from Grasso, and she
22 agreed to do that work. Though they did not expressly say "we will share the profits of our work,
23 if any" the reasonable implication to Allen from their discussion and agreements was that they
24 would share in any rewards from their combined efforts.

25 Pursuant to their discussion and agreed division of labor, on May 28, 2014, Allen began
26 work on a 'y combinator' application, that is, to apply to be a part of the very successful 'y
27 combinator' family of startups. On May 28, 2014, Allen created the initial landing pages for the
28 company's product/website. On May 30, 2014, Allen developed feature lists for the product. On

1 June 3, 2014, Allen created the positioning statement for the company, and outlined the
2 company's plan for distribution and user acquisition. On June 4, 2014, Allen decided on
3 templates, three of four of which are used today, and began designing the templates. Meanwhile,
4 Grasso worked on coding the product to meet Allen's design ideas and specifications.

5 On June 4, 2014, Grasso sent Allen an email linking to an article about new, potentially
6 competing presentation software. Allen responded to Grasso, "That's really close to what we're
7 doing. What are your thoughts about that?" Grasso responded simply, "That it's a good idea."

8 Following that conversation, Allen continued work on product design and company
9 positioning. Allen researched different pricing models, comparing free downloaded applications
10 with in-app purchases versus pay-to-download applications and discussed them with Grasso.
11 Allen favored pay-to-download. Grasso responded, "Ok. That makes sense." Grasso asked for
12 clarification from Allen and Allen gave it.

13 On June 8, 2014, Allen wrote to Grasso asking to talk about company structure and
14 funding. On June 9, 2014, the parties met at Starbucks to discuss the same. At that discussion,
15 Allen suggested the parties enter into a written agreement memorializing their partnership.
16 Grasso did not controvert that the parties were partners, nor co-founders in a new joint venture,
17 nor do anything to suggest that the spoils from the effort would be all or mostly all his. Instead,
18 Grasso responded that a writing was unnecessary because Allen and Grasso were friends. Grasso
19 added that there was trust in the relationship, and that he had no intent to "screw over" Allen.
20 Allen reasonably relied on this discussion, and Grasso's representations, in continuing to do
21 work as a partner in the partnership with expectations of sharing profits thereof.

22 On June 17, 2014, Allen completed making a video of exactly how the new software
23 program would operate, so that Grasso would have something tangible to code to. In September
24 2016, Allen proposed positioning the product and company for Salesforce integration. In
25 referring to a competitor's failed attempt, Allen wrote, "we could build it better I'm sure." Allen
26 did not write, "you could..." Grasso did not respond, "you mean I could..." nor anything to that

27 ///

28 ///

1 effect. Grasso responded, "I guess, seems too small."³ Again, the two conversed as partners
2 working together to develop the software and business. The reasonable implication to Allen was
3 that they would share the bounty of their work. In December 2014, Grasso sent Allen a link to a
4 very early version of the application. That link still works today.

5 It was not until more than a year later, in March 2016, when Grasso resurfaced to tell
6 Allen that he had been heads down working on Beautiful Slides. Grasso wrote specifically,
7 "you'll like it. it's all fluid and animated – like in the mockup you did." Grasso then told Allen a
8 challenge in getting the software to work. Allen naturally offered to help him with it and Grasso
9 accepted her help. At that moment, the parties' joint venture for profit was revived, as were each
10 partner's respective roles in that partnership and expectations therefrom.

11 Allen, as partner-in-charge of product design and company positioning, took the lead to
12 take the product to the next level. Allen recruited beta testers to use the software. She recorded
13 their comments and videotaped them using the software so Grasso could see it. Using Trello,
14 Slack, text messaging, and in person conversations, Allen assigned tasks to Grasso respecting
15 changes that needed to be made, and Grasso made the changes. Allen herself user-tested the
16 product and provided feedback to Grasso. This went on for months.

17 The partners debated the best domain name and name for their company. Allen proposed
18 sending out a poll to her professional network, and Grasso agreed. Allen and Grasso also
19 consulted on who to hire as a potential CTO, and other employees. Allen investigated office
20 space. This work also went on for months.

21 Through the above-referenced beta-testing, the product got better, to a point where it
22 could be shown to potential investors. Grasso advised Allen that he had been speaking and had a
23 scheduled a meeting with a potential investor. In so doing, Grasso assumed management and
24 control of investor communications and further strategic planning for the partnership. Allen did
25 not challenge Grasso taking on this new role. Allen was working for a company called Projector.

26 _____
27
28 ³ Ironically, a company affiliated with Salesforce later offered \$10 million for Beautiful Slides, reflecting Allen's
insight into product design and product/company positioning, and Grasso's incompetence in both areas.

1 Grasso's conversations with potential investors went well, very well, and it is at this point
2 Allen alleges on information and belief, if Grasso did not always intend to keep the value of
3 Beautiful Slides for himself, Grasso changed his mind and decided to keep the value for himself.
4 And yet Grasso continued to make representations and act in a way that would lead the
5 reasonable person, and did lead Allen, to believe, that two were working together and would
6 share profits from that work.

7 Grasso expressed concern, for example, about Allen's ability to contribute sufficient time
8 to the effort. Specifically:

- 9 a. By July 7, 2017, Grasso had increased his time commitment and wanted Allen
10 to confirm her availability. Grasso asked Allen how much time she can commit.
11 Allen responded 10-15 hours a week. Grasso accepted that, and asked Allen to
12 further develop the website landing page, marketing verbiage and to continue to
13 provide feedback on the product features and user interface, as she had been
14 doing.
- 15 b. On August 3, 2016, Grasso again pressed Allen about her time commitment.
16 Grasso asked if she really had the bandwidth given that she has a full-time job
17 at Projector. Allen responded to the effect that she will find the bandwidth.
18 Grasso accepted that, saying "Ok," and proceeded to advise Allen on
19 developments on the investor communications.

20 As far as Allen was concerned, Grasso's anxiety over her availability to do work was
21 justified only because there was a joint expectation that they would be sharing profits down the
22 road, if any. Grasso's anxiety was typical partner anxiety, where one partner is concerned that
23 the other is pulling their weight. Grasso had not offered any compensation to Allen for her work
24 otherwise and had no basis to be anxious about her time commitment but for ultimate profit
25 sharing. Grasso's anxiety also reflects how much Grasso needed someone else to get the product
26 and the company to the investor market, namely, Allen.

27 Grasso also continued to use the "we" reference, in present and future tense. Specifically:

- 28 a. Before the first time commitment discussion referenced above, at the end of

1 June 2016, Grasso discussed a meeting that he had with an investor saying the
2 investor thought "we could raise \$\$ in 1.3 secs easy," adding, "i have a feeling
3 the valuation won't differ that much across VCs but if we can pick who we
4 work with that'd be nice."

- 5 b. After the first time Grasso expressed anxiety about Allen's time commitment,
6 Allen asked Grasso where she should focus her time as between the marketing
7 site and helping Grasso with the user interface. Grasso suggested the user
8 interface was more important, again using the pronoun "we". He specifically
9 asked Allen if she can do some mock-ups of themes and said, "getting another
10 designers (ie you) perspective on the "edges" of where we might want to go
11 with the theming would be helpful." He added, "and, fyi, if we want to
12 seamlessly migrate your mockups into actual themes... - you should consider
13 using fonts available on..."
- 14 c. On July 8, 2017, Grasso asked Allen, "id like us to get a list together of what
15 we collectively feel is missing from the current build in order to feel good about
16 showing it off. showstopper/annoying bugs, UX quirks, missing template
17 options, etc." Allen agreed and they meet for that purpose. They started using a
18 Trello board, to track all the bug fixes isolated by Allen and communicate them
19 to Grasso. Some fifty-two Trello cards were created by Allen finding bugs and
20 suggesting fixes.⁴
- 21 d. On July 14, 2016, Allen wrote to Grasso about the product, "can you tell me
22 more about where we're going with the new UI... are we moving away from the
23 'variations' pattern that can be applied from the slide?" Grasso didn't correct
24 Allen and say for example, "You mean where *I* am going..." Grasso answered
25 with his thoughts.

26
27
28 ⁴ Many of these fixes involved copyrightable text authored by Allen and then directly integrated into the application by Grasso.

1 e. Towards the end of July 2016, in response to one of Allen's marketing ideas for
2 the demo, Grasso acknowledges the value in Allen's proposal and confirms,
3 saying "we show both the good design and the easy interactivity in one, I like
4 it." Grasso was suggesting to Allen that they would be showing the product
5 together, in the future.

6 f. On August 4, 2016, Allen proposed quitting her job at Projector to work full-
7 time on Beautiful Slides. Allen is informed and believes that Grasso,
8 independently wealthy, was nervous about Allen, not independently wealthy,
9 quitting her job since there was no way to pay the partners at that time. Grasso
10 responded to the effect, not yet, "hopefully we can get there soon." Allen and
11 Grasso went on to talk about more user testing feedback.

12 Grasso's use of the "we" in the present and future tense, coupled with the fact that she
13 was not receiving compensation otherwise, further cemented Allen's expectations as alleged
14 herein that the two were working together and would share profits from that work if any, as did
15 what followed.

16 On August 11, 2016, Allen proposed introducing Grasso to one of her investor contacts
17 and asked Grasso if it was okay to refer to them as working together on Beautiful Slides. Grasso
18 agreed that it was fine. Allen then sent a draft letter for Grasso's approval, which said:

19
20 I hope you're well. I wanted to update you on a side project I am working on with
21 an old coworker from Sliderocket. We're in the early stages of raising capital and
22 we would love the opportunity to show a16z what we've built. I know you have
23 been a fan of SlideRocket in the past, and what we're building now is another
24 presentation tool.

25
26 We think there's a lot of room to grow in the enterprise productivity space, and
27 we're focused on building a great user experience to start. We have a product in
28 private beta and there is a lot of interest from the people we've shown it to.

1 We would love to schedule a meeting to see if there's a fit to work with your firm.

2 If you're up for it, I would introduce Mitch Grasso, who would be taking the
3 meeting as I am currently working at another company.

4
5 Upon receiving this text, Grasso did not object to the characterization of the two of them
6 working together, nor suggest that was misleading. To the contrary, in proposing a more direct
7 approach. Grasso maintained that aspect of it, proposing:

8
9 I'd like to introduce you to Mitch Grasso, who was the founder of SlideRocket
10 and sold to VMware a few years ago. Mitch and I are working on a new startup in
11 the presentation space and I thought it might be interesting to connect you to
12 discuss.

13 In August and going into early September 2016, Grasso and Allen discussed investment
14 from several investors. After Grasso had hard commitments for money, Grasso still used "we" in
15 referring to the who owned the business. In continuing the discussion about possible names in
16 early September 2016, for example, Grasso said "if we go down that path, there are better names,
17 I'd think." This discussion is followed by Allen proposing the tagline "work smart, simply and
18 beautiful," a form of which is still being used today.

19 It was not until mid-September 2016, after hard money commitments came in, that
20 Grasso changed his tune. On about September 12, 2016, Grasso and Allen discussed Allen's
21 potential compensation if she left Projector and started working on Beautiful Slides full-time.
22 After talking about salary, Allen said, "I think the equity is a trickier discussion and as you know
23 I want to be involved in a meaningful way."

24 Grasso immediately began a campaign to diminish Allen's contributions, in hopes of
25 bullying her into taking a *de minimus* share.

26 **INTERROGATORY NO. 12:**

27 Identify, by date, number of hours spent, and nature of the work performed, the amount
28 of time You spent performing work relating to the Software in Any manner, including but not

1 limited to development and marketing.

2 **RESPONSE TO INTERROGATORY NO. 12:**

3 Allen incorporates by reference her Preliminary Statement and General Objections set
4 forth above. Subject to and without waiving her objections, Allen responds as follows:

5 Allen did not keep time records and cannot identify "by date, number of hours spent."
6 Allen has described the nature of the work performed and approximate date ranges in her
7 Response to Interrogatory No. 11, above. Allen estimates that she has spent 760-840 hours
8 performing work relating to the Software in Any manner, including but not limited to
9 development and marketing.

10 **INTERROGATORY NO. 13:**

11 Identify the date when You contend that Grasso formed the "intention[] to cut [You] out
12 of any meaningful profit from the development of the new software known as Beautiful Slides,"
13 as stated in Paragraph 53 of the Counterclaim.

14 **RESPONSE TO INTERROGATORY NO. 13:**

15 Allen incorporates by reference her Preliminary Statement and General Objections set
16 forth above. Allen additionally objects as the Counterclaim is no longer the operative pleading in
17 this action. Subject to and without waiving her objections, Allen responds as follows:

18 Allen does not know when Grasso first formed the "intention[] to cut [You] out of any
19 meaningful profit from the development of the new software known as Beautiful Slides," Grasso
20 may have always intended to keep the value of Beautiful Slides for himself. But, when Grasso's
21 conversations with potential investors went very well in approximately August 2016, Allen
22 alleges on information and belief that, if Grasso did not always intend to keep the value of
23 Beautiful Slides for himself, Grasso changed his mind at that point.

24 **INTERROGATORY NO. 14:**

25 Identify the property and/or property interests that You claim, in Your Second Cause of
26 Action, were converted by Grasso and/or the Company.

27 **RESPONSE TO INTERROGATORY NO. 14:**

28 Allen incorporates by reference her Preliminary Statement and General Objections set

1 forth above. Subject to and without waiving her objections, Allen responds as follows:

2 Allen contends, at this early state, that Grasso converted all non-copyrightable property
3 and/or property interests arising out of the partnership, including but not limited to equity
4 in/stock certificates of a corporation with millions in cash, the right and interest in management
5 and control of the corporation, the right and interest in compensation from the corporation.

6 **INTERROGATORY NO. 15:**

7 Identify the terms of the implied contract that You claim, in Your Third Cause of Action,
8 existed between You and Grasso.

9 **RESPONSE TO INTERROGATORY NO. 15:**

10 Allen incorporates by reference her Preliminary Statement and General Objections set
11 forth above. Subject to and without waiving her objections, Allen responds as follows:

12 The general terms of Grasso and Allen's implied contract include the following: to jointly
13 develop a business and a software product, and to share any benefits derived therefrom equally.

14 **INTERROGATORY NO. 16:**

15 Identify the facts upon which You base Your contention, in Paragraph 25 of the
16 Counterclaim, that, "[o]n or about October 3, 2016, Grasso responded by deleting files in an
17 effort to wipe out evidence of Allen's contributions to the business and venture."

18 **RESPONSE TO INTERROGATORY NO. 16:**

19 Allen incorporates by reference her Preliminary Statement and General Objections set
20 forth above. Allen additionally objects as the Counterclaim is no longer the operative pleading in
21 this action. Subject to and without waiving her objections, Allen responds as follows:

22 A screenshot from Dropbox, the PDF of which is entitled "Screen Shot 2016-10-05 at
23 9:50:35 PM", showing Grasso's deletion of videos and work file, produced in response to the
24 accompanying document production requests. In addition, Allen discovered deletion of a
25 evernote notebook.

26 **INTERROGATORY NO. 17:**

27 Identify, by date and individual or entity, the individuals and/or entities for which You
28 have performed services in exchange for monetary compensation between January 1, 2013 and

1 the present.

2 **RESPONSE TO INTERROGATORY NO. 17:**

3 Allen incorporates by reference her Preliminary Statement and General Objections set
4 forth above. Subject to and without waiving her objections, Allen responds as follows:

5 Evernote, May 2016—Present

6 Projector (Orphid), May 2015—December 2016

7 Product School, December 2015—June 2016

8 RealQuorum, December 2014—May 2015

9 Krystallize, December 2014—March 2015

10 Stand, March 2014—May 2014

11 VMware, April 2011—January 2014

12 **INTERROGATORY NO. 18:**

13 Identify the nature of the services You performed for the individuals and/or entities You
14 identified in response to Interrogatory No. 17.

15 **RESPONSE TO INTERROGATORY NO. 18:**

16 Allen incorporates by reference her Preliminary Statement and General Objections set
17 forth above. Subject to and without waiving her objections, Allen responds as follows:

18 Evernote, Product Manager, Increased user retention 5% with new features designed to
19 improve engagement and increase paid conversion.

20 Projector (Orphid), Product Manager, Set up repeatable processes for developing first
21 customers, releasing product, and validating product/market fit for three product lines in a seed
22 stage startup—working with a team of seven developers. In addition to product management,
23 designed and coded customer-facing features and marketing assets, and set up systems for
24 measuring engagement.

25 Product School, Taught classes for people who want to be product managers.

26 RealQuorum, Provided product design and website design/engineering services.

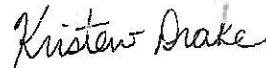
27 Krystallize, Provided specification, product roadmap, graphic design and graphic design
28 support.

1 Stand, Provided product design and website design/engineering services.

2 VMware, Senior Product Manager Mobile & Platform, Released growth products
3 increasing registrations and active use—including a new SaaS freemium offering and a platform
4 for developers to easily develop on the Socialcast API; Release all-new mobile apps, the first
5 enterprise text messaging app, and MDM support in order to renew contracts with Fortune 100
6 customers representing 80% of Socialcast revenue; Optimized user experience and high value
7 activities associated with paid conversion.

8
9 Dated: October 13, 2017

WOOD ROBBINS, LLP

10
11 

12 By: _____

13 Kristen E. Drake
14 Attorneys for Defendant and
15 Counterclaimant MAY ALLEN
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VERIFICATION

I, MAY ALLEN, am the Defendant in the above-entitled action to whom these First Set of Interrogatories are addressed, propounded by Plaintiffs and Counter-Defendants BEAUTIFUL SLIDES, INC. and MITCH GRASSO. I have read the foregoing responses thereto, know the contents thereof, and believe the same to be true.

I declare under the penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this ¹³ day of October 2017, at Redwood City, California.

May Allen

MAY ALLEN

CERTIFICATE OF SERVICE

I, Kristen E. Drake, hereby certify and declare as follows:

I am over the age of 18 years and not a party to this action. My business address is One Post Street, Suite 800, San Francisco, California 94014. On the 13 October 2017, I caused to be served a copy of the foregoing:

**DEFENDANT AND COUNTERCLAIMANT MAY ALLEN'S OBJECTIONS AND
RESPONSES TO PLAINTIFFS AND COUNTERCLAIM-DEFENDANTS' FIRST SET OF
INTERROGATORIES**

By the method indicated below and addressed to the following party(ies):

William J. Frimel, Esq.
SEUBERT FRENCH FRIMEL & WARNER LLP
1075 Curtis Street, 2nd Floor
Menlo Park, CA 94025
Tel: 650.322.3048
Fax: 650.833.2976


☐ Placing the same in the United States Mail, postage prepaid

☐ Sent by fax

☐ Hand-delivered

☒ Sent by overnight mail, fees paid (e.g., FedEx or UPS)

I declare under penalty of perjury that the foregoing is true and correct. Executed on the 13 October 2017.



Kristen E. Drake